

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE THOTTATHIL B.RADHAKRISHNAN

MONDAY, THE 26TH FEBRUARY 2007 / 7TH PHALGUNA 1928

WP(C).No. 4147 of 2007(R)

PETITIONER:

1. E. JAFFER KHAN, PROPRIETOR,
M/S.VIEW POINT, K.P.ROAD, ADOOR.
2. MINI JAFFER KHAN, PROPRIETOR,
M/S. VIEW PARK, KRM TOWERS,
K.P. ROAD, ADOOR.
3. PATHUMMAL BEEVI, PROPRIETOR,
M/S.NOUSHAD STORES, K.P. ROAD, ADOOR.

BY ADV. SMT.SREEDEVI KYLASANATH
SRI.K.JITHIN
SRI.V.L.MONI

RESPONDENTS:

1. UNION BANK OF INDIA REPRESENTED BY
MANAGING DIRECTOR, CENTRAL OFFICE,
239, VIDHAN BHAVAN MARG, NARIMAN POINT,
MUMBAI-400 021.
2. THE GENERAL MANAGER,
UNION BANK OF INDIA, RIAZ GARDEN, 12/13,
KODAMBAKKAM HIGH ROAD, NUNGAMBAKKAM,
CHENNAI-600 108, TAMIL NADU.
3. REGIONAL MANAGER,
UNION BANK OF INDIA,
TRIVANDRUM-695 001.
4. SENIOR MANAGER, UNION BANK OF INDIA,
ADOOR BRANCH.

BY ADV. SRI.A.S.P.KURUP, SC, UBI

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 26/02/2007, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

THOTTATHIL B.RADHAKRISHNAN, J

W.P(C).No.4147 OF 2007 &
I.A.2992 OF 2007

Dated this the 26th day of February, 2007

JUDGMENT

In mid December, 2006, the petitioner wanted a final settlement by wiping off the entire outstandings. By the time the writ petition is came up for admission on 7.2.2007, two months have elapsed. It was noticed that the entire outstanding amounts worked out to more than Rs.1,60,00,000/-, with interest from 1.10.2006. These facts will show that the petitioner, apparently, does not have even a prima facie case to sustain any challenge against the impugned proceedings since when it was pointed out by the petitioner that he intends to wipe off the outstandings, it was directed, to prove the bonafides of the petitioner, to deposit an amount of Rs.55,00,000/- within a period of two weeks from then. Following that order on 7.2.2007, all that the petitioner did was to show that an agreement has been entered into between the petitioner and certain other persons and as a consequence the petitioner deposited an amount of Rs.2,00,000/-. Today, I.A.2992/07 was

filed seeking that in view of the said sale agreement, the petitioner may be granted the benefit of One Time Settlement scheme and there may be a direction not to proceed with Ext.P7 possession notice.

2. The aforesaid facts would show that the petitioner has no legal ground to challenge the impugned proceedings. That apart, the petitioner is unable even to pay an amount of Rs.55,00,000/- which is far less than 50% of the amount of outstandings. An agreement for sale by itself would not change the equities in favour of the petitioner.

After dictating the judgment to this extent, learned counsel for the petitioner, after having urged the matter, seeks to withdraw the petition. The writ petition and the I.A. are dismissed as withdrawn.

THOTTATHIL B.RADHAKRISHNAN
Judge

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